

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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|-----------------------|--|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
| EFFECTIVE DATE:       | 09/15/2005                                   |

**CONVEYING PARTY DATA**

| Name                    | Formerly | Execution Date | Entity Type          |
|-------------------------|----------|----------------|----------------------|
| Starsupply Company Ltd. |          | 09/15/2005     | CORPORATION: BERMUDA |

**RECEIVING PARTY DATA**

|                 |                                     |
|-----------------|-------------------------------------|
| Name:           | GFI Brokers LLC                     |
| Street Address: | 100 Wall Street                     |
| City:           | New York                            |
| State/Country:  | NEW YORK                            |
| Postal Code:    | 10005                               |
| Entity Type:    | limited liability company: DELAWARE |

**PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 1852613 | STARSUPPLY |

**CORRESPONDENCE DATA**

Fax Number: (212)425-5288  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-425-7200  
 Email: tmdocketny@kenyon.com  
 Correspondent Name: Asiyah McCarthy  
 Address Line 1: One Broadway  
 Address Line 4: New York, NEW YORK 10004

|                         |                         |
|-------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 11129/999               |
| NAME OF SUBMITTER:      | Michelle M. Marsh, Esq. |
| Signature:              | /Michelle M. Marsh/     |

Date:

01/31/2006

**Total Attachments: 10**

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of September 15, 2005, is made and entered into by and between Starosupply Company Ltd., a Bermuda corporation ("Assignor"), and GFI Brokers LLC, a Delaware limited liability company, together with GFI Group, Inc. and its affiliates ("Assignee").

WHEREAS, Assignor owns the trademark, and the registration thereof, which is identified in Schedule A.1 attached hereto and is the owner of all right, title and interest in the unregistered mark and logo identified in Schedule A.2 attached hereto all for brokerage of petroleum feedstocks, products, crude oil and petrochemicals (collectively, the "Trademarks") within the United States, and, to the best of its knowledge, within the Territory outside of the United States; and

WHEREAS, Starosupply Petroleum LLC and Starosupply Petroleum Inc., each affiliate of Assignor, and Assignee have entered into an Asset Purchase Agreement dated as of August 19, 2005 (the "Asset Purchase Agreement"), pursuant to which Assignor is transferring certain assets, including all of the Assignor's right, title and interest in and to the Trademarks, whether registered or at common law, together with all goodwill existing in connection with the Trademarks and symbolized by the Trademarks, to Assignee for and in connection with the Business in North and South America (the "Territory"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Asset Purchase Agreement; and

WHEREAS, the parties wish to execute and deliver this Assignment for the purpose of assigning the Trademarks and all goodwill related to or symbolized by such Trademarks from Assignor to Assignee subject to the terms and conditions provided for herein.

NOW THEREFORE, in order to induce Assignee to enter into the Asset Purchase Agreement and in consideration of the foregoing and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. The Assignor hereby sells, transfers and assigns to the Assignee, and the Assignee hereby receives, purchases, acquires, assumes and accepts, all of the Assignor's right, title and interest in and to the Trademarks within the Territory, whether registered, at common law or otherwise, and the use thereof, the registration of such Trademarks, as set forth in Schedule A.1, all past, present and future applications and registrations therefor and extensions and renewals thereof, together with all of the business associated with the Trademarks and all of the goodwill associated with or symbolized by the Trademarks, the right to sue for past, present and future infringement of the Trademarks and the right to any other claim arising out of or relating to the use and ownership of the Trademarks, and all rights corresponding with the foregoing within the Territory. Assignee acknowledges that Assignor has not made registration and/or use of

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the Trademarks in any of the countries included in the Territory, other than the United States.

2. Representations and Warranties of the Assignor.

(a) Assignor is a corporation duly organized and in good standing, and has all requisite corporate and other authority to enter into this Assignment and to carry out the terms of this Assignment.

(b) This Assignment has been duly and validly executed and delivered by Assignor and constitutes a valid and binding obligation of Assignor and is enforceable against Assignor in accordance with its terms.

(c) The execution of this Assignment by Assignor does not breach or conflict with any other agreement between Assignor and any third party.

(d) Assignor owns the entire right, title and interest in the Trademarks in the United States, whether registered, at common law or otherwise, and to the best of Assignor's knowledge, Assignor's use of each of the Trademarks hereunder does not violate or infringe on the rights of any third party within the Territory.

(e) Assignor has not charged and/or threatened any third party with a charge of infringement relating to the Trademarks, nor is it charging or threatening to charge, nor does it currently plan to charge or threaten to charge any other person or entity with infringement of the Trademarks within the Territory. Assignor has not received notice from any third party charging infringement relating to the Trademarks.

(f) Assignor will not conduct business operations in any manner and at any time within the Territory using the Trademarks in competition with the Business or Assets sold to Assignee pursuant to the Asset Purchase Agreement (as those terms are defined therein). Assignor acknowledges that Assignor may, however, conduct such business operations outside the Territory, and further acknowledges that Assignor's rights with respect to the Trademarks are not limited in any way outside the Territory.

3. Representations and Warranties of the Assignee.

(a) Assignee is a limited liability company duly organized and in good standing, and has all requisite corporate and other authority to enter into this Assignment and to carry out the terms of this Assignment.

(b) This Assignment has been duly and validly executed and delivered by Assignee and constitutes a valid and binding obligation of Assignee and is enforceable against Assignee in accordance with its terms.

(c) The execution of this Assignment by Assignee does not breach or conflict with any other agreement between Assignee and any third party.

(d) Assignee will not conduct business operations in any manner and at any time outside the Territory using the Trademarks.

4. Trademark Enforcement

(a) In the event that Assignee learns of any infringement or unauthorized use of any of the Trademarks within the Territory, it shall promptly notify Assignor in writing of such unauthorized use. Assignee has the sole right to transmit notices of infringement relating to infringement or unauthorized use claims within the Territory. If requested to do so, Assignor shall cooperate with and assist Assignee in any legal action against infringing parties within the Territory, including joining the action as a party if deemed appropriate and helpful by Assignee in pursuing such legal action, at Assignee's expense.

(b) In the event that Assignor learns of any infringement or unauthorized use of any of the Trademarks outside the Territory, it shall promptly notify Assignee in writing of such unauthorized use. Assignor has the sole right to transmit notices of infringement relating to infringement or unauthorized use claims outside the Territory. If requested to do so, Assignee shall cooperate with and assist Assignor in any legal action against infringing parties outside the Territory, including joining the action as a party if deemed appropriate and helpful by Assignor in pursuing such legal action, at Assignor's expense.

(c) In the event a third party institutes an infringement action against Assignee for its use of the Trademarks within the Territory as provided in this Agreement, Assignee shall promptly notify Assignor of such suit in writing.

5. Indemnification. Assignor shall indemnify and hold Assignee, its managers, officers, directors and employees harmless from and against any and all claims, damages liabilities, costs and expenses, including reasonable counsel fees, arising out of any breach, or any assertion by a third party unrelated to Assignee that there has been a breach, by Assignor of any representation, warranty, agreement or undertaking made by Assignor in this Agreement. Assignee shall give prompt written notice, cooperation and assistance to Assignor relative to any such suit or claim, provided further that Assignee shall have the option, at its sole discretion, to undertake and conduct the defense of any suit so brought.

6. Further Assurances. The Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment, including, without limitation, in connection with the recordal of this Assignment in the United States substantially in the form of Assignment attached hereto as Schedule B.

7. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

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8 Governing Law and Jurisdiction

(a) The parties hereto have agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Assignment shall be determined and enforced in accordance with the substantive laws of the State of New York without giving effect to principles of conflicts of law thereunder.

(b) The parties agree that any action or proceeding relating in any way to this Assignment or the other agreements and documents related hereto or the transactions contemplated hereby and thereby shall be brought and enforced in the state or federal courts located in New York, New York. Each of the parties irrevocably: (i) consents to the jurisdiction of the Courts of the State of New York and of any Federal court located in such State in connection with any action, suit or other proceeding arising out of or relating to this Assignment or any act taken or omitted hereunder; (ii) waives and agrees not to assert in any such action, suit or other proceeding that such party is not personally subject to the jurisdiction of such courts, that the action, suit or other proceeding is brought in an inconvenient forum or that the venue of the action, suit or other proceeding is improper; (iii) waives personal service of any summons, complaint or other process; and (iv) agrees that the service thereof may be made by certified or registered mail directed to such party at such party's address (with a copy to counsel as provided in the Asset Purchase Agreement) for purposes of notices hereunder.

9 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile counterpart signatures to this Assignment shall be acceptable and binding.

*(Signature page to follow)*

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

STAR SUPPLY COMPANY LTD.

By: [Signature]  
Name: CLAYTON ALLEN  
Title: DIRECTOR

ASSIGNEE:

GFI BROKERS LLC

By: [Signature]  
Name: T. M. [unclear]  
Title: CEO

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SCHEDULE A-1

TRADEMARK

| <u>Mark</u>           | <u>U.S. Registration No.</u> | <u>Date of Registration</u> |
|-----------------------|------------------------------|-----------------------------|
| STARSUPPLY and DESIGN | 1,852,613                    | September 6, 1994           |

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SCHEDULE A-2

TRADEMARK

[INSERT PHOTO]

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SCHEDULE B  
ASSIGNMENT

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ASSIGNMENT

WHEREAS, Starsupply Company Ltd, a Bermuda Corporation located and doing business at Jardine House 33-35 Reid Street, Hamilton HM12, Bermuda ("Assignor"), is the owner of the following trademark in the United States:

| <u>TRADEMARK</u>       | <u>REG. NO.</u> | <u>DATE OF REGISTRATION</u> |
|------------------------|-----------------|-----------------------------|
| STAR SUPPLY and DESIGN | 1,852,613       | September 6, 1994           |

WHEREAS, GFI Brokers LLC, a Delaware Limited Liability Corporation located and doing business at 100 Wall Street, New York, NY ("Assignee"), is desirous of acquiring said registered trademark and all associated goodwill in said trademark; and

WHEREAS, to the best of Assignor's knowledge no cancellation proceedings against the trademark registration are pending and no other party makes claim of ownership to this trademark;

NOW, THEREFORE, for good and valuable consideration, as set forth in a certain Asset Purchase Agreement dated August \_\_, 2005, Assignor hereby assigns to Assignee all right, title and interest in and to said trademark and the above-named registration therefore, together with the goodwill of the business symbolized by said trademark, and with all claims that could be asserted by Assignor arising out of or relating to the use or ownership of said trademark.

STAR SUPPLY COMPANY LTD.

By [Signature]  
(Signature)

Name: DEANLAN AUSEN  
(Printed or typed)

Title: DIRECTOR

Date: \_\_\_\_\_

**RECORDED: 01/31/2006**

**TRADEMARK  
REEL: 003237 FRAME: 0447**